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December 30, 1993

RECORDATION NO. 18437 FILED 142

DEC 30 1993 - 11 25 AM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two copies of a Termination and Release, dated December 30, 1993, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Interim User Agreement, dated as of October 10, 1993, which was duly filed with the Commission under Recordation Number 18437.

The name and address of the party to the enclosed document are:

General Electric Company
2901 East Lake Road
Erie, Pennsylvania 16531

A description of the railroad equipment covered by the enclosed document is attached to the Termination and Release as Annex B.

Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

RECEIVED
LICENSING BRANCH

DEC 30 11 20 AM '93

OFFICE OF THE
SECRETARY

*Comptroller
Rocky Rodriguez*

Mr. Sidney L. Strickland, Jr.
December 30, 1993
Page 2

Kindly return one stamped copy of the enclosed document to the undersigned.

A short summary of the enclosed secondary document to appear in the
Commission's Index is:

Termination and Release of Interim User Agreement.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/khb
Enclosures

DEC 30 1993 -11 25 AM

INTERSTATE COMMERCE COMMISSION

TERMINATION AND RELEASE

TERMINATION AND RELEASE dated December 30, 1993 (the "*Termination and Release*") by GENERAL ELECTRIC COMPANY, a New York corporation (the "*Manufacturer*").

W I T N E S S E T H :

WHEREAS, the Manufacturer has entered into an Interim User Agreement dated as of October 10, 1993 ("*Interim User Agreement No. 4*"), with National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("*Amtrak*"), which Agreement has been filed and recorded on October 14, 1993 at 3:25 p.m. with the Interstate Commerce Commission and has been assigned recordation No. 18437;

WHEREAS, pursuant to Interim User Agreement No. 4, the Manufacturer has delivered to Amtrak the GE Dash 8-40 BPH locomotives which are more specifically described by road number in Annex A attached hereto (the "*Interim Locomotives*");

WHEREAS, pursuant to Interim User Agreement No. 4, the Manufacturer retained title to the Interim Locomotives for purposes of securing, among other things, payment in full of the purchase price of the Interim Locomotives;

WHEREAS, on the date hereof, Wilmington Trust Company, a Delaware banking corporation, as Owner Trustee under that certain Trust Agreement (Amtrak Trust 93-B), dated as of September 1, 1993 ("*Owner Trustee*"), has made arrangements satisfactory to the Manufacturer for the purchase and payment in full of the purchase price by Owner Trustee for certain of the Interim Locomotives which are more specifically described by road number in Annex B attached hereto (the "*Released Interim Locomotives*"); and

WHEREAS, on the date hereof the Manufacturer has delivered to the Owner Trustee against receipt of such purchase price a Bill of Sale (Amtrak Trust 93-B) with respect to the Released Interim Locomotives;

NOW, THEREFORE, the Manufacturer agrees as follows:

Section 1. Definitions. All terms used and not otherwise defined herein shall have the respective meanings provided in the Interim User Agreements.

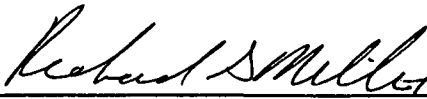
Section 2. Termination and Release of the Released Interim Locomotives. All right, title and interest of the Manufacturer in and to the Released Interim Locomotives is hereby released.

Section 3. Survival of Interim User Agreements. Each Interim Locomotive, which is not released herein by the Manufacturer as a Released Interim Locomotive, remains subject to the terms and conditions of the Interim User Agreements.

Section 4. Further Assurances. The Manufacturer hereby agrees to execute and deliver to the Owner Trustee, at the Owner Trustee's cost and expense, such additional instruments, notices, releases or certificates as the Owner Trustee may reasonably request to effectuate the foregoing provisions of this Termination and Release.

IN WITNESS WHEREOF, the Manufacturer has caused this Termination and Release to be duly executed by its duly authorized representative as of the day and year first above written.

GENERAL ELECTRIC COMPANY

By: 
Name: Richard S. Miller
Title: Program Manager-Locomotive Finance

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ERIE)

On this, the 15th day of December, 1993, before me personally appeared Richard S. Miller, to me personally known, who, being by me duly sworn, says that he is Program Mgr.-Locomotive Finance of General Electric company, and that the foregoing instrument was the free act and deed of said corporation.

Carol A. Waller

Notary Public

Notary Seal
Carol A. Waller, Notary Public
Lawrence Park Twp. Erie County
My Commission Expires Dec. 12, 1994

My Commission Expires: _____

[SEAL]

Annex A to Partial
Termination and Release

INTERIM LOCOMOTIVES

| <u>Description</u> | <u>Road Numbers</u> |
|------------------------------------|-----------------------|
| GE (AMD) Dash 8-40 BPH Locomotives | 825 to 843, inclusive |

Annex B to Partial
Termination and Release

RELEASED INTERIM LOCOMOTIVES

| <u>Description</u> | <u>Road Numbers</u> |
|------------------------------------|-----------------------|
| GE (AMD) Dash 8-40 BPH Locomotives | 830 to 843, inclusive |